

NATURE AND OBJECT OF ACTION

The object of the above action is to foreclose a Mortgage held by the Plaintiff and recorded in the County of Ulster, State of New York as more particularly described in the Complaint herein

TO THE DEFENDANT(S), except John R. Twigg aka John Twigg and Estate of William C. Twigg aka William C. Twigg, Jr. the plaintiff makes no personal claim against you in this action.

TO THE DEFENDANT(S), except John R. Twigg aka John Twigg and Estate of William C. Twigg aka William C. Twigg, Jr.

IF, AND ONLY IF, you have received or will receive a Bankruptcy Discharge Order which includes this debt, the plaintiff is solely attempting to enforce its mortgage lien rights in the subject real property and makes no personal claim against you. In that event, nothing contained in these or any papers served or filed or to be served or filed in this action will be an attempt to collect from you or to find you personally liable for the discharged debt.

YOU ARE HEREBY PUT ON NOTICE THAT WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK  
United States of America, Acting Through the  
Farmers Home Administration, United States  
Department of Agriculture

CASE NO. 1:18-cv-1269 (LEK/DEP)

Plaintiff,

-against-

**COMPLAINT**

**ACTION TO FORECLOSE  
A MORTGAGE**

John R. Twigg aka John Twigg;  
Estate of William C. Twigg aka William C. Twigg, Jr.;  
Town of Rosendale Justice Court;  
“JOHN DOE #1-5” and “JANE DOE #1-5”, said names  
being fictitious, it being the intention of plaintiff to  
designate any and all occupants, tenants, persons or  
corporations, if any, having or claiming an interest in  
or lien upon the premises being foreclosed herein,

Defendants

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The plaintiff herein, by its attorney MANFREDI LAW GROUP, PLLC, complains of the defendants above named, for its cause of action, and alleges:

1. This court has jurisdiction under the provisions of Title 28, United States Code, Section 1345.
2. The plaintiff, UNITED STATES DEPARTMENT OF JUSTICE, NORTHERN DISTRICT OF NEW YORK, having an address of 441 SOUTH SALINA STREET, ROOM 356, SYRACUSE NY 13202-2455 is authorized to issue loans to borrowers by and through the Department of Agriculture.

**THE NOTE AND MORTGAGE**

3. That on or about June 15th, 1994 the defendant, John R. Twigg aka John Twigg, for monies loaned and for the purpose of securing to lender/plaintiff or its predecessor, its successor and

assigns, a sum of money, duly executed and acknowledged a Promissory Note in the amount of \$74,280.00 at an interest at the rate of 6.5% and agreed to repay said sums in monthly principal and interest payments each and every month.

4. A copy of the Promissory Note is attached as Exhibit A.
5. John R. Twigg aka John Twigg's father, William C. Twigg aka William C. Twigg, Jr. co-signed as borrower under the Note.
6. William C. Twigg aka William C. Twigg, Jr. died on 7/15/1994.
7. That as security for the payment of said indebtedness, a Mortgage was executed acknowledged and delivered to the stated lender/mortgagee/plaintiff its successor and assigns under certain conditions with rights, duties and privileges between the parties as described therein.
8. A copy of the Mortgage is attached as Exhibit B.
9. The Mortgage was recorded on 6/17/1994, liber 3041, page 336, in the Ulster County Clerk's Office.
10. The "mortgaged premises" is 122 East Road, High Falls, NY 12440 122 East Road, High Falls, NY 12440 aka 122 East Road, High Falls, NY 12440, Section: 70.47 Block: 2 Lot: P/O 19.100, Section: 70.47 Block: 2 Lot: 19 described herein annexed as "Schedule A".
11. Attached as Exhibit C are redacted Rural Housing Service Payment Subsidy Agreements. Pursuant to the Mortgage and said Subsidy Agreements, the Plaintiff is entitled to recapture said subsidy amounts.
12. The plaintiff is the owner and holder of the subject mortgage and note, or has been delegated the authority to institute a mortgage foreclosure action by the owner and holder of the subject mortgage and note.

13. That John R. Twigg aka John Twigg failed to comply with the conditions of the Promissory Note by failing to make payment due and on 8/17/2015 the loan was accelerated at which time the Defendant was 183 days behind scheduled payment. The plaintiff elected to accelerate the mortgage debt, duly notified defendant of the default, and provided the information necessary to cure, sent in accordance with the terms of the mortgage, to the address on file for the defendant at the time the notice was sent but defendant failed to timely cure resulting in the necessity of the commencement of the present foreclosure action.

Exhibit D.

14. Upon information and belief, the subject mortgaged premises is occupied by the Defendant John Twigg.

15. That plaintiff has complied with all applicable provisions of the RPAPL, Section 1304 and Banking Law, and specifically with Banking Law §§ 595-a and 6-1 and 6-m if applicable, in securing the aforementioned indebtedness and at all times thereafter. In accordance with RPAPL Section 1304, a 90-day notice was issued on 1/13/17. Exhibit E.

16. A second 90-day notice was issued on 3/26/2018. Exhibit F.

17. The property which is the subject of this foreclosure action does meet the definition of a "home loan" pursuant to New York RPAPL §§ 1304 and 1306, because the mortgaged property is, upon information and belief, the borrower's principal residence.

18. There is currently due:

Principal (Note)	<u>\$66,304.17</u>
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Interest (Note) at <u>6.5%</u> per annum	
From February 15, 2015	
through October 22, 2018	<u>\$15,881.35</u>

Principal (Advances – Taxes/Ins/Maint)	<u>\$ 9,424.45</u>
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Interest (Advances – Taxes/Ins/Maint)	<u>\$ 951.42</u>
Escrow/Impound (Advances paid, but not yet posted to account's Advance Principal)	<u>\$ 1,496.85</u>
Late Charges Due	<u>\$ 47.95</u>
Interest Credit (Subsidy) Granted <u>\$58,400.88</u> (Subsidy Calculated for Recapture)	<u>\$ 0.00</u>
TOTAL DUE THROUGH October 22, 2018	<u><b>\$94,106.19</b></u>

19. That in order to protect its security, the plaintiff may be compelled to pay during the pendency of this action, local taxes, assessments, water rates, insurance premiums and other charges assessed to the Mortgaged Premises, and hereby requests that any sums paid by it for said purposes, with interest thereon, be added to the sum otherwise due, be deemed secured by the mortgage and be adjudged a valid lien on the Mortgaged Premises.
20. John R. Twigg aka John Twigg is included in this lawsuit as record owner of the Mortgaged Premises and borrower under the Promissory Note and Mortgage. Exhibits A & B.
21. Town of Rosendale Justice Court is included in this foreclosure lawsuit as possible Subordinate Lienor by virtue of Judgment in the amount of \$75.00 against John Twigg, 122 East Road, High Falls, NY 12440 recorded on 06/19/2018 in Instrument No. 2018-00004998.
22. The Estate of William C. Twigg aka William C. Twigg, Jr. is included in this lawsuit as co-signor and borrower under the Note.
23. The true names of the defendants "JOHN DOE #1-5" and "JANE DOE #1-5" are unknown to the United States, those names being fictitious, but intending to designate tenants, occupants or other persons, if any, having or claiming any estate or interest in possession upon the premises or any portion thereof.

24. The plaintiff shall not be deemed to have waived, altered, released or changed its election herein by reason of any payment after the commencement of this action of any or all of the defaults mentioned herein and such election shall continue to be effective.
25. No other action or proceeding has been brought at law or otherwise for the recovery of said sums secured by the Promissory Note and Mortgage or any part thereof.
26. That the Certificate of Merit pursuant to CPLR 3012-b is annexed hereto and made a part hereof.
27. The plaintiff is not seeking a deficiency judgment in this lawsuit.
28. The plaintiff is not seeking attorneys' fees in this lawsuit.
29. The plaintiff seeks a judgment of foreclosure and sale only.

**WHEREFORE**, Plaintiff demands judgment:

- (a) That the defendants, or either or any of them, subsequent to the filing of the Notice of Pendency of this action, and every person whose conveyance or encumbrance is subsequent or subsequently recorded, be forever barred and foreclosed of all right, claim, lien, interest or equity of redemption in the mortgaged premises;
- (b) of foreclosure and sale the mortgaged premises 122 East Road, High Falls, NY 12440 122 East Road, High Falls, NY 12440 aka 122 East Road, High Falls, NY 12440, Section: 70.47 Block: 2 Lot: P/O 19.100, Section: 70.47 Block: 2 Lot: 19 as shown in annexed Schedule A may be decreed to be sold according to law
- (c) That the priority of liens against the real property be determined by the Court, and the proceeds of the sale of said property, after proper court costs, be distributed among the owners and holders of liens against said property in the order of priority thereof as determined by the Court; and

- (d) That the total amount due to the Plaintiff on the NOTE and MORTGAGE as described herein be adjudged;
- (e) That the Plaintiff may be paid the amount adjudged to be due to the Plaintiff with interest thereon to the time of such payment, together with the costs and expenses of this action and the expenses of the sale, so far as the amount of such money properly applicable thereto will pay the same; and
- (f) That the Plaintiff may have such other and further relief which as to this Court may seem just, reasonable and proper.

Dated: October 25, 2018

/s/ John Manfredi  
John Manfredi, Esq.  
Manfredi Law Group, PLLC,  
Attorney for Plaintiff,  
302 East 19<sup>th</sup> Street, Suite 2A  
New York, New York 10003  
Telephone No. (347) 614-7006

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK

United States of America, Acting Through the  
Farmers Home Administration, United States  
Department of Agriculture

CASE NO.

Plaintiff,

-against-

**Mortgaged Premises:**  
122 East Road, High Falls, NY 12440

John R. Twigg aka John Twigg;  
Estate of William C. Twigg aka William C. Twigg, Jr.;  
Town of Rosendale Justice Court;  
“JOHN DOE #1-5” and “JANE DOE #1-5”, said names  
being fictitious, it being the intention of plaintiff to  
designate any and all occupants, tenants, persons or  
corporations, if any, having or claiming an interest in  
or lien upon the premises being foreclosed herein,

Defendants

---

**CERTIFICATE OF MERIT PURSUANT TO CPLR 3012-B**

John Manfredi, Esq., pursuant to CPLR § 2106 and under the penalties of perjury, affirms as follows:

1. I am the attorney of record for plaintiff in the above-captioned mortgage foreclosure action. As such, I am fully aware of the underlying action, as well as the proceedings had herein.
2. I have reviewed the facts of this case and communicated with Jennifer Jackson, a representative of plaintiff concerning the subject of this action.
3. Based upon my communication with the plaintiff and my review of the pertinent documents, including the mortgage, security agreement and note or bond underlying the mortgage executed by the defendants and all instruments of assignment, if any,

and any other instrument of indebtedness including any modification, extension, and/or consolidation, and to the best of my knowledge, information and belief, there is a reasonable basis for the commencement of this action and that Plaintiff is currently the creditor entitled to enforce rights under such documents.

4. I further certify that to the best of my knowledge, information and belief, formed after reasonable inquiry regarding the present action, the presentation of the pleadings or the contentions contained herein is true and correct.

Dated: October 25, 2018

/s/ John Manfredi  
John Manfredi, Esq.  
Manfredi Law Group, PLLC,  
Attorney for Plaintiff,  
302 East 19<sup>th</sup> Street, Suite 2A  
New York, New York 10003  
Telephone No. (347) 614-7006

## SCHEDULE A DESCRIPTION OF MORTGAGED PREMISES

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND with the buildings and improvements thereon erected, situate, lying and being in the Town of Rosendale, County of Ulster and State of New York, bounded and described as follows:

Lot No. 19 on a map of High Falls Park showing subdivision of a portion of property owned by Riveredge Warehouse Corp. at High Falls in Rosendale, New York, filed at Ulster County Clerk's Office on March 8, 1957, Map No. 1864.

No title is conveyed to any part of the street or streets adjoining or abutting the above described property, Riveredge Warehouse Corporation having reserved such title in itself for the purpose of offering the same to proper authorities for dedication.

BEING the same premises conveyed in a deed dated October 11, 1968 from Erling Frivold to Erling Rolfsen Frivold, Sr. and Agnes Frivold, said deed having been recorded in the Ulster County Clerk's Office on October 11, 1968 in Liber 1219 of Deeds at Page 186.

SUBJECT to a drainage easement six (6) feet in width along the west line of the above described premises and as shown on the map above referred to.

BEING the same premises which were conveyed by deed dated the 15th day of June, 1970 from Erling Rolfsen Frivold, Sr. and Agnes Frivold, his wife, to John R. Pugliese and Norma A. Pugliese, his wife, and recorded in the Ulster County Clerk's Office on June 15, 1970 in Liber 1244 of Deeds at Page 63.

ALSO SUBJECT to declaration of restrictions pertaining thereto and filed in the Ulster County Clerk's Office under date of June 10, 1957 and recorded June 19, 1957 in Liber 1003 of Deeds, at Page 525.

Premises: 122 East Road - High Falls Park, High Falls, NY 12440  
aka 122 East Road, High Falls, NY 12440  
Tax Parcel ID No.: Section: 70.47 Block: 2 Lot: P/O 19.100  
fka Section: 70.47 Block: 2 Lot: 19

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK

United States of America, Acting Through the  
Farmers Home Administration, United States  
Department of Agriculture

CASE NO.

Plaintiff,

-against-

John R. Twigg aka John Twigg;  
Estate of William C. Twigg aka William C. Twigg, Jr.;  
Town of Rosendale Justice Court;  
“JOHN DOE #1-5” and “JANE DOE #1-5”, said names  
being fictitious, it being the intention of plaintiff to  
designate any and all occupants, tenants, persons or  
corporations, if any, having or claiming an interest in  
or lien upon the premises being foreclosed herein,

Defendants

---

AFFIDAVIT VERIFICATION FROM  
THE SECRETARY OF THE U.S. DEPARTMENT OF AGRICULTURE

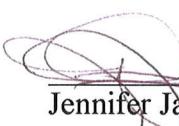
STATE OF NEW YORK )  
                          )  
COUNTY OF ONONDAGA ) SS

Before me, the undersigned authority, personally appeared Affiant, who was sworn and  
says that:

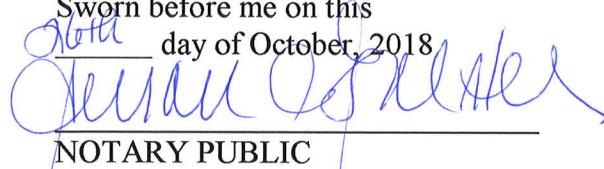
1. Affiant is employed by the United States of America and holds the position of Single Family Housing Program Director, with the USDA Rural Housing Service (formerly Farmers Home Administration), Syracuse office and is authorized to make this Affidavit.
2. Affiant has read the foregoing Complaint.
3. Affiant has personal knowledge of the matters set forth herein based on my review of the Note, Mortgage and other loan documents related to this action and of business

records of the United States Department of Agriculture related thereto. On information and belief, such records were made at or near the time of the event described therein by, or from information transmitted by, a person with knowledge of the event described therein. Such business records are kept in the ordinary course of the regularly conducted business activity of such persons of the US DEPARTMENT OF AGRICULTURE and it is the regular practice of the US DEPARTMENT OF AGRICULTURE to make and keep such business records.

DATED ON October 26, 2018

  
Jennifer Jackson, Affiant

Sworn before me on this  
26th day of October, 2018

  
NOTARY PUBLIC

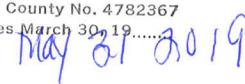
SUSAN C. GALSTER  
Notary Public in the State of New York  
Qualified in Onondaga County No. 4782367  
My Commission Expires March 30, 2019  


Exhibit A

## PROMISSORY NOTE

## TYPE OF LOAN

SECTION 502 RURAL HOUSING

## STATE

NEW YORK

## COUNTY

ULSTER

## CASE NO.

37-056-0102443453

Date June 15, 1994.

FOR VALUE RECEIVED, the undersigned (whether one or more persons, herein called "Borrower") jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration,

United States Department of Agriculture, (herein called the "Government") at its office in \_\_\_\_\_  
KINGSTON, NEW YORK 12401 \_\_\_\_\_,

THE PRINCIPAL SUM OF SEVENTY FOUR THOUSAND TWO HUNDRED AND EIGHTY AND 00/100 -----

DOLLARS (\$ 74,280.00 -----), plus INTEREST on the UNPAID PRINCIPAL of  
SIX AND ONE HALF PERCENT (6.5000 %) PER ANNUM.

Payment of the said Principal and Interest shall be as agreed between the Borrower and the Government using one of three alternatives as indicated below: (check one)

I. Principal and Interest payments shall be deferred. The interest accrued to \_\_\_\_\_, 19\_\_\_\_

shall be added to the Principal. Such new Principal and later accrued Interest shall be payable in \_\_\_\_\_ regular amortized installments on the dates indicated in the box below. Borrower authorizes the Government to enter the amount of such new Principal herein \$ \_\_\_\_\_ and the amount of such regular installments in the box below, when such amounts have been determined.

II. Payment of Interest shall not be deferred. Installments of accrued Interest shall be payable on the \_\_\_\_\_ of each \_\_\_\_\_ beginning on \_\_\_\_\_, 19\_\_\_\_, through \_\_\_\_\_, 19\_\_\_\_,

Principal and later accrued Interest shall be paid in \_\_\_\_\_ installments as indicated in the box below;

III. Payments shall not be deferred. Principal and Interest shall be paid in 396 installments as indicated in the box below:

\$ 457.00 on July 15, 1994, and  
\$ 457.00 thereafter on the 15th of each MONTH  
until the PRINCIPAL and INTEREST are fully paid except that the FINAL INSTALLMENT of the entire indebtedness  
evidenced hereby, if not sooner paid, shall be due and PAYABLE THIRTY-THREE (33) YEARS  
from the DATE of this NOTE. The consideration herefor shall support any agreement modifying the foregoing schedule  
of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval of the Government is mandatory provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown on the reverse hereof. Borrower authorizes the Government to enter the amount and date of such advance in the Record of Advances.

Payment of principal and interest shall be applied in accordance with FmHA accounting procedures in effect on the date of receipt of the payment. Borrower agrees to pay late charges in accordance with FmHA regulations in effect when a late charge is assessed.

Prepayments of scheduled installments, or any portion thereof, may be made at any time of the option of Borrower. Refunds and extra payments, as defined in the regulations (7CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied in accordance with FmHA regulations and accounting procedures in effect on the date of receipt of payments.

Borrower agrees that the Government at any time may assign this note. If the Government assigns the note and insures the payment thereof, and in such case, though the note is not held by the Government, Borrower shall continue to pay to the Government, as collection agent for the holder, all installments of principal and interest as scheduled herein.

If this note is held by an insured lender, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the treasury check to the holder.

**CREDIT ELSEWHERE CERTIFICATION:** Borrower hereby certifies that he/she is unable to obtain sufficient credit elsewhere to finance his/her actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near his/her community for loans for similar purposes and periods of time, and that the loan evidenced hereby shall be used solely for purposes authorized by the Government.

**LEASE OR SALE OF PROPERTY:** If the property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced hereby is (1) leased or rented with an option to purchase, (2) leased or rented without option to purchase for a term exceeding 3 years, or (3) sold or title is otherwise conveyed, voluntarily or involuntarily, the Government may at its option declare the indebtedness evidenced hereby immediately due and payable.

**REFINANCING AGREEMENT:** Borrower hereby agrees to provide periodic financial information as requested by the Government. If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and period of time, Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. This paragraph and the preceding paragraph shall not apply to any comaker signing this note pursuant to Section 502 of the Housing Act of 1949 to compensate for deficient repayment ability of other undersigned person(s).

**CREDIT SALE TO NONPROGRAM BORROWER:** The provisions of the paragraphs entitled "Credit Elsewhere Certification," and "Refinancing Agreement" do not apply if (1) this promissory note represents in whole or part payment for property purchased from the Government and (2) the loan represented by this promissory note was made to the borrower as a nonprogram borrower under Title V of the Housing Act of 1949, as amended, and regulations promulgated thereunder.

**DEFAULT:** Failure to pay when due any debt evidenced hereby or perform any covenant or agreement hereunder shall constitute default under this instrument and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such a debt; and default under any such other instrument shall constitute default hereunder. UPON ANY SUCH DEFAULT, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

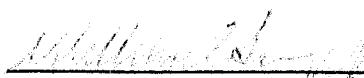
**SUBSIDY REPAYMENT AGREEMENT:** Borrower agrees to the repayment (recapture) of subsidy granted in the form of interest credits. Subsidy will be repaid when the borrower's account is settled by sale of the security property, refinancing or payment in full and will be calculated in accordance with regulations in effect at the time of settlement. Recapture is based on property appreciation and can equal all, some or none but never exceed the amount of subsidy received.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Title V of the Housing Act of 1949 and for the type of loan as is indicated in the "TYPE OF LOAN" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions hereof.

**WARNING:** Failure to fully disclose accurate and truthful financial information may result in the termination of program assistance currently being received, and the denial of future program assistance under USDA's Debarment regulations, 7 CFR Part 2017

Presentment, protest, and notice are hereby waived.

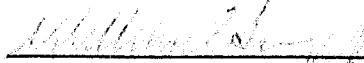
CO-SIGNERS:

  
WILLIAM C. TWIGG (Cosigner)

  
JOHN R. TWIGG

(BORROWER)

(SEAL)

  
(CO-BORROWER)

(SEAL)

RD 1 Box 474B Skea Road  
West Hurley, NY 12491

19 EAST ROAD

HIGH FALLS, NY 12440

The above-named individual hereby agrees that he shall be jointly and severally liable with Borrower; that the Government may reamortize the Note or release any person liable hereunder without his consent; and that he shall remain liable hereunder.

"A Reamortization Agreement dated December 15, 2014 The principal sum of \$ 67340.03 has been given to modify the payment schedule of this note."

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
(1) \$ 74,280.00	6/15/94	(8) \$		(15) \$	
(2) \$		(9) \$		(16) \$	
(3) \$		(10) \$		(17) \$	
(4) \$		(11) \$		(18) \$	
(5) \$		(12) \$		(19) \$	
(6) \$		(13) \$		(20) \$	
(7) \$		(14) \$		(21) \$	
				TOTAL	\$ 74,280.00
					6/15/94

Exhibit B



6/15

## ULSTER COUNTY CLERK

## RECORDING PAGE

JUL 05 1994

Type of Document: MORTGAGE Recorded: 6/17/1994  
 Recording Charge: \$ 23.00 At: 1:48 PM  
 Location: rosendale In Liber: 3041  
 Of: MTG  
 Control No: 9406170171 On Page: 0336

## EXAMINED AND CHARGED AS FOLLOWS:

Transfer		Mortgage	
Amount:	.00	Amount:	74,280.00

Received Tax on Above Deed:	Received Tax on Above Mortgage:
	Exempt
Basic:	.00 NO
Additional:	.00 NO
Special:	.00 NO
Total: .00	Total: .00
TT No.	MT No. CL001298

(THIS PAGE IS A PART OF THE INSTRUMENT)

Party 1: TWIGG, JOHN R

Party 2: FARMER HOME ADMINISTRATION,

*Albert Spada*  
 ALBERT SPADA  
 ULSTER COUNTY CLERK

Kenneth Gilligan  
 PO Box 3605  
 Kingston New York 12401

USDA-FmHA  
Form FmHA 1927-1 NY  
(Rev. 11-92)

Position 5

Kenneth Coligan  
P O Box 3605  
Kingston, N.Y.  
12401

## REAL ESTATE MORTGAGE FOR NEW YORK

THIS MORTGAGE is made and entered into by JOHN R. TWIGG

residing in Ulster County, whose post office address is

19 East Road, Rosendale, New York 12472 herein called "Borrower," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," and:

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s) or any shared appreciation or recapture agreement, herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount Plus Non-Capitalized Interest</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
June 15, 1994	\$74,280.00	6.5%	June 15, 2027

(Non-capitalized interest only applies in the case of Farmer Program loans being serviced in accordance with 7 CFR Part 1951 Subpart S.)

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument may be increased as provided in the Farmers Home Administration regulations and the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949 as amended, or any other statutes administered by the Farmers Home Administration;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

And this instrument also secures the recapture of any deferred principal and interest or of any interest credit and subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §§ 1472 (g) or 1490a, respectively, or any amount due under any Shared Appreciation/Recapture Agreement entered into pursuant to 7 U.S.C. § 2001.

And the debt instruments executed at the time of loan closing constitutes an obligation on the part of the Government to disburse all funds at one time or in multiple advances, provided the funds are for purposes authorized by the Government at the time of loan closing. This obligatory commitment takes priority over any intervening liens or advances by other creditors regardless of the provisions of the State laws involved:

NOW, THEREFORE, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower hereby grants, bargains, sells, conveys, assigns, mortgages and forever warrants unto the Government the following property, herein called "the Property" situated in the County of

Ulster, State of New York.

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION

118EP 3041 Pac 0337

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts including advances for payment of prior and/or junior liens, required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for Borrower's account. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government, including advances for payment of prior and/or junior liens, in addition to any advances required by the terms of the note, as described by this instrument, with interest shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

LIBER 3041 PAGE 0339

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Except as otherwise provided by the Farmers Home Administration regulations, neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) adjust the interest rate, payment, terms or balance due on the loan, (b) increase the mortgage by an amount equal to deferred interest on the outstanding principal balance, (c) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (d) release any party who is liable under the note or for the debt from liability to the Government, (e) release portions of the property and subordinate its lien, and (f) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government—whether once or often—in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be discharged in bankruptcy or declared an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) as holder of this mortgage, in any action to foreclose it, have a receiver appointed, and (d) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby with interest to the date of sale, (d) inferior liens of record required by law to be so paid or duly approved and allowed by court order or otherwise, (e) at the Government's option, any other indebtedness of Borrower owing to or transacted by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or transacted by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or (e) allowing any deficiency judgment, or (f) limiting the conditions which the Government may by regulation impose, including the interest rate, for any conveyance or condition of applying for a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such laws. Borrower hereby renounces, waives, and conveys all rights, inchoate or consummate, of descent, dower, courtesy.

LIBER 3041 PAGE 0340

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, handicap, familial status, age or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, handicap, familial status, age or national origin.

(21) Borrower further agrees that the loan(s) secured by this instrument will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M.

(22) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(23) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration at Syracuse, New York 13210, and in the case of Borrower to the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

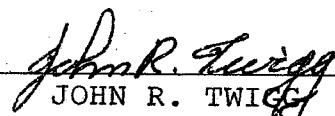
AND THAT, except to any extent that such construction conflicts with express provisions of this mortgage:

(24) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

(25) This mortgage is also intended to be a financing statement within the meaning of Article 9 of the Uniform Commercial Code covering fixtures attached to the above-described real estate, now owned or hereafter required; and crops growing or to be grown on the above-described real estate.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 15th day of June, 1994.

In the presence of



(SEAL)

(SEAL)

## ACKNOWLEDGEMENT

STATE OR TERRITORY OF New York }  
 COUNTY OF Ulster } ss:

On the 15th day of June, 1994, before me, came



to me known to be the individual(s) described in, and who executed the foregoing instrument, and acknowledged to me that  
 he  
 executed the same for the purposes therein contained.

  
 Notary Public.

KENNETH D. GILLIGAN  
 Notary Public, State of New York  
 Resident in and for Ulster County  
 Commission Expires April 30, 1996

(SEAL)  
 My commission expires

LIBER 3041 PAGE 0341

EXHIBIT "A"

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND with the buildings and improvements thereon erected, situate, lying and being in the Town of Rosendale, County of Ulster and State of New York, bounded and described as follows:

Lot No. 19 on a map of High Falls Park showing subdivision of a portion of property owned by Riveredge Warehouse Corp. at High Falls in Rosendale, New York, filed at Ulster County Clerk's Office on March 8, 1957, Map No. 1864.

No title is conveyed to any part of the street or streets adjoining or abutting the above described property, Riveredge Warehouse Corporation having reserved such title in itself for the purpose of offering the same to proper authorities for dedication.

BEING the same premises conveyed in a deed dated October 11, 1968 from Erling Frivold to Erling Rolfsen Frivold, Sr. and Agnes Frivold, said deed having been recorded in the Ulster County Clerk's Office on October 11, 1968 in Liber 1219 of Deeds at Page 186.

SUBJECT to a drainage easement six (6) feet in width along the West line of the above described premises and as shown on the map above referred to.

BEING the same premises which were conveyed by deed dated the 15th day of June, 1970 from Erling Rolfsen Frivold, Sr. and Agnes Frivold, his wife, to John R. Pugliese and Norma A. Pugliese, his wife, and recorded in the Ulster County Clerk's Office on June 15, 1970 in Liber 1244 of Deeds at Page 63.

ALSO SUBJECT to declaration of restrictions pertaining thereto and filed in the Ulster County Clerk's Office under date of June 10, 1957 and recorded June 19, 1957 in Liber 1003 of Deeds, at Page 525.

Exhibit C





Form RD 3550-21  
(03-06)RURAL HOUSING SERVICE  
PAYMENT SUBSIDY RENEWAL CERTIFICATIONFORM APPROVED  
OMB NO. 0575-0172JOHN R TWIGG  
122 EAST RD  
HIGH FALLS NY 12440-5017

RECEIVED

11/27/12

BA DEC 14 2012

0005227793

IMAGING PROCESSING NOT PROVIDED,  
YOUR PAYMENT SUBSIDY REQUEST CANNOT BE PROCESSED!

The information I (we) have provided is complete and true to the best of my (our) knowledge. I (we) understand that the information below is being collected to determine if I am (we are) eligible to receive payment subsidies and that failure to provide complete and accurate information can result in criminal and civil penalties.

John R. Twigg 12/5/12

Borrower Signature

Date

Borrower Signature

Date

Home Phone No. [REDACTED]

Alternate Phone or Work No: [REDACTED]

YOU MUST RETURN THIS FORM (NOT A COPY) BY MAIL. DO NOT FAX!

## 1. ALL ADULT HOUSEHOLD MEMBERS MUST SIGN AN "AUTHORIZATION TO RELEASE INFORMATION" FORM 3550-1

## 2. PLEASE FILL OUT THE FOLLOWING SECTION COMPLETELY:

HOUSEHOLD MEMBER'S FULL NAME - BEGIN WITH YOURSELF	RELATIONSHIP TO THE HEAD	AGE	SOCIAL SECURITY NUMBER	EMPLOYED YES / NO	FULL TIME STUDENT YES / NO	DISABLED YES / NO
JOHN R. TWIGG	SELF					

3. Yes  No  Did anyone living in your household file Federal Income Tax last year?YOU MUST INCLUDE A COPY OF LAST YEAR'S IRS FORM(S) 1040, 1040EZ, 1040A, OR TELEFILE TAX RECORDS  
FOR ALL ADULT HOUSEHOLD MEMBERS WHO FILED. DO NOT SEND FORM 8453!!!4. Yes  No  Is anyone living in your household self-employed?

IF YES - YOU MUST INCLUDE A COPY OF LAST YEAR'S FEDERAL INCOME TAX SCHEDULE FOR C OR F.

5. \$ \_\_\_\_\_ Amount of Real Estate Taxes due each year. I am exempt from paying.

6. \$ \_\_\_\_\_ Amount of Property Insurance paid each year. I do not have insurance.

7. ATTACH THE TWO (2) MOST RECENT AND CONSECUTIVE PAY STUBS FOR ALL JOBS IN YOUR HOUSEHOLD AND  
COMPLETE THE FOLLOWING FOR EACH JOB:

HOUSEHOLD MEMBER'S FULL NAME	AMOUNT OF YEARLY INCOME	EMPLOYER NAME AND ADDRESS	EMPLOYER PHONE NO.
			( )
			( )
			( )

\*\*\* COMPLETE 2ND PAGE OF THIS FORM \*\*\*

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0172. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

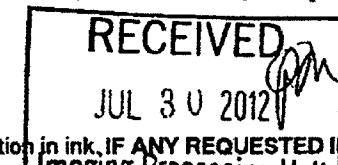
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FOL000003203 L1011007

Form RD 3550-21  
(03-06)RURAL HOUSING SERVICE  
PAYMENT SUBSIDY RENEWAL CERTIFICATIONFORM APPROVED  
OMB NO. 0575-0172JOHN R TWIGG  
122 EAST RD  
HIGH FALLS  
NY 12440-5017

I RECEIVED THIS 2 DAYS AGO

07/16/12



0005227793

Please provide the following information in ink. IF ANY REQUESTED INFORMATION IS NOT PROVIDED,  
YOUR PAYMENT SUBSIDY REQUEST ~~WILL NOT BE PROCESSED~~

The information I (we) have provided is complete and true to the best of my (our) knowledge. I (we) understand that the information below is being collected to determine if I am (we are) eligible to receive payment subsidies and that failure to provide complete and accurate information can result in criminal and civil penalties.

John R. Twigg 7/26/12  
Borrower Signature

Date

Borrower Signature

Date

Home Phone No: [REDACTED]

Alternate Phone or Work No: [REDACTED]

YOU MUST RETURN THIS FORM (NOT A COPY) BY MAIL. DO NOT FAX!

1. ALL ADULT HOUSEHOLD MEMBERS MUST SIGN AN 'AUTHORIZATION TO RELEASE INFORMATION' FORM 3550-1

2. PLEASE FILL OUT THE FOLLOWING SECTION COMPLETELY:

HOUSEHOLD MEMBER'S FULL NAME - BEGIN WITH YOURSELF	RELATIONSHIP TO THE HEAD	AGE	SOCIAL SECURITY NUMBER	EMPLOYED YES / NO	FULL TIME STUDENT YES / NO	DISABLED YES / NO
JOHN R. TWIGG	SELF					

3. Yes  No  Did anyone living in your household file Federal Income Tax last year?YOU MUST INCLUDE A COPY OF LAST YEAR'S IRS FORM(S) 1040, 1040EZ, 1040A, OR TELEFILE TAX RECORDS  
FOR ALL ADULT HOUSEHOLD MEMBERS WHO FILED. DO NOT SEND FORM 8453!!!4. Yes  No  Is anyone living in your household self-employed?

IF YES - YOU MUST INCLUDE A COPY OF LAST YEAR'S FEDERAL INCOME TAX SCHEDULE FOR C OR F.

5. \$ U.S. R.D. PAYS THIS Amount of Real Estate Taxes due each year.

I am exempt from paying.

6. \$ 11 11 Amount of Property Insurance paid each year.

I do not have insurance.

7. ATTACH THE TWO (2) MOST RECENT AND CONSECUTIVE PAY STUBS FOR ALL JOBS IN YOUR HOUSEHOLD AND  
COMPLETE THE FOLLOWING FOR EACH JOB:

HOUSEHOLD MEMBER'S FULL NAME	AMOUNT OF YEARLY INCOME	EMPLOYER NAME AND ADDRESS	EMPLOYER PHONE NO.
JOHN R. TWIGG			

*FROM MY MO  
PLEASE LET*

\*\*\* COMPLETE 2ND PAGE OF THIS FORM \*\*\*

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0172. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

\*005500052277931120614NY3\*

SF000023302 11011004



Form RD 3550-21  
(03-06)RURAL HOUSING SERVICE  
PAYMENT SUBSIDY REQUEST FORM  
RECEIPTFORM APPROVED  
OMB NO. 0575-0172JOHN R TWIGG  
122 EAST RD  
HIGH FALLS NY 12440-5017

JUN 25 2012

Front-End Processing Unit

06/06/12  
RECEIVED 6/19/12  
0005227793

7011 2970 0000 7076 2296

Please provide the following information in ink. IF ANY REQUESTED INFORMATION IS NOT PROVIDED,  
YOUR PAYMENT SUBSIDY REQUEST CANNOT BE PROCESSED!

The information I (we) have provided is complete and true to the best of my (our) knowledge. I (we) understand that the information below is being collected to determine if I am (we are) eligible to receive payment subsidies and that failure to provide complete and accurate information can result in criminal and civil penalties.

*John R. Twigg 6/24/12*

Borrower Signature

Date

Borrower Signature

Date

Home Phone No: (

Alternate Phone or Work No: (

YOU MUST RETURN THIS FORM (NOT A COPY) BY MAIL. DO NOT FAX!

## 1. ALL ADULT HOUSEHOLD MEMBERS MUST SIGN AN "AUTHORIZATION TO RELEASE INFORMATION" FORM 3550-1

## 2. PLEASE FILL OUT THE FOLLOWING SECTION COMPLETELY:

HOUSEHOLD MEMBER'S FULL NAME - BEGIN WITH YOURSELF	RELATIONSHIP TO THE HEAD	AGE	SOCIAL SECURITY NUMBER	EMPLOYED YES / NO	FULL TIME STUDENT YES / NO	DISABLED YES / NO
JOHN R. TWIGG	SELF			X	X	X

3. Yes  No  Did anyone living in your household file Federal Income Tax last year?YOU MUST INCLUDE A COPY OF LAST YEAR'S IRS FORM(S) 1040, 1040EZ, 1040A, OR TELEFILE TAX RECORDS  
FOR ALL ADULT HOUSEHOLD MEMBERS WHO FILED. DO NOT SEND FORM 8453!!!4. Yes  No  Is anyone living in your household self-employed?

IF YES - YOU MUST INCLUDE A COPY OF LAST YEAR'S FEDERAL INCOME TAX SCHEDULE FOR C OR F.

5. \$ ES CROW Amount of Real Estate Taxes due each year. I am exempt from paying.6. \$ ES CROW Amount of Property Insurance paid each year. I do not have insurance.7. ATTACH THE TWO (2) MOST RECENT AND CONSECUTIVE PAY STUBS FOR ALL JOBS IN YOUR HOUSEHOLD AND  
COMPLETE THE FOLLOWING FOR EACH JOB:

HOUSEHOLD MEMBER'S FULL NAME	AMOUNT OF YEARLY INCOME	EMPLOYER NAME AND ADDRESS	EMPLOYER PHONE NO.
			( )
			( )
			( )

\*\*\* COMPLETE 2ND PAGE OF THIS FORM \*\*\*

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0172. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

\*005500052277931120606NY1\*

\*TW000001803\* L1D11007





Form RD 3550-21  
Revised 03/98RURAL HOUSING SERVICE  
PAYMENT SUBSIDY RENEWAL CERTIFICATION

#860000321021 L1011601

12 JOHN R TWIGG

122 EAST RD  
HIGH FALLS

NY 12440-5017

RECEIVED

APR 28 2006

04/14/06

0005227793

Front-End Processing Unit

Please provide the following information in ink. IF ANY REQUESTED INFORMATION IS NOT PROVIDED,  
YOUR PAYMENT SUBSIDY REQUEST CANNOT BE PROCESSED!

The information I have provided is complete and true to the best of my knowledge. I understand that the information below is being collected to determine if I am eligible to receive payment subsidies and that failure to provide complete and accurate information can result in criminal and civil penalties.

*John R. Twigg 4/24/06*

Borrower Signature

Date

Borrower Signature

Date

AREA CODE

AREA CODE

Home Phone No: ( ) **NONE**Alternate Phone or Work No: ( ) **[REDACTED]**

YOU MUST RETURN THIS FORM (NOT A COPY) BY MAIL. DO NOT FAX!

## 1. SIGN AND RETURN THE ATTACHED "AUTHORIZATION TO RELEASE INFORMATION" FORM 3550-1.

2. PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

HOUSEHOLD MEMBER'S FULL NAME; BEGIN WITH YOURSELF	RELATIONSHIP TO THE HEAD	AGE	SOCIAL SECURITY NUMBER	FULL TIME STUDENT YES/NO	DISABLED YES/NO
JOHN R. TWIGG	SELF	[REDACTED]			

3. Yes  Did anyone living in your household file Federal Income Tax last year?

**DO NOT SEND W-2 FORMS!!!**

**YOU MUST INCLUDE A COPY OF LAST YEAR'S IRS FORM(S) 1040, 1040EZ, 1040A, PLANILLA DE CONTRIBUCION, OR TELEFILE TAX RECORDS FOR ALL ADULTS WHO FILE.**

4. Yes  Is anyone living in your household self-employed?

**IF YES - YOU MUST INCLUDE A COPY OF LAST YEAR'S FEDERAL INCOME TAX SCHEDULE FOR C OR F.**

5. \$3,863.60 Amount of Real Estate Taxes due each year.I am exempt from paying. 6. \$484.00 Amount of Property Insurance paid each year.I do not have Insurance. 

## 7. ATTACH THE TWO (2) MOST RECENT PAY STUBS FOR ALL JOBS IN YOUR HOUSEHOLD AND COMPLETE THE FOLLOWING FOR EACH JOB:

HOUSEHOLD MEMBER'S FULL NAME	AMOUNT OF YEARLY INCOME	EMPLOYER NAME	EMPLOYER ADDRESS	EMPLOYER PHONE NUMBER

\*\*\* COMPLETE THE BACK OF THIS FORM \*\*\*

Form RD 3550-21  
Revised 03/98RURAL HOUSING SERVICE  
PAYMENT SUBSIDY RENEWAL CERTIFICATION

EPJ0000288021 11011001

15 JOHN R TWIGG

122 EAST RD  
HIGH FALLS  
NY 12440-5017

RECEIVED

APR 26 2004

04/15/04

0005227793

Front-End Processing Unit

Please provide the following information in ink. IF ANY REQUESTED INFORMATION IS NOT PROVIDED,  
YOUR PAYMENT SUBSIDY REQUEST CANNOT BE PROCESSED!

The information I have provided is complete and true to the best of my knowledge. I understand that the information below is being collected to determine if I am eligible to receive payment subsidies and that failure to provide complete and accurate information can result in criminal and civil penalties.

Borrower Signature

Date

Borrower Signature

Date

AREA CODE

AREA CODE

Home Phone No: ( ) NONEAlternate Phone or Work No: ( ) NONE

YOU MUST RETURN THIS FORM (NOT A COPY) BY MAIL. DO NOT FAX!

1. SIGN AND RETURN THE ATTACHED "AUTHORIZATION TO RELEASE INFORMATION" FORM 3550-1.

2. PLEASE FILL OUT THE FOLLOWING CHART COMPLETELY:

HOUSEHOLD MEMBER'S FULL NAME; BEGIN WITH YOURSELF	RELATIONSHIP TO THE HEAD	AGE	SOCIAL SECURITY NUMBER	FULL TIME STUDENT YES/NO	DISABLED YES/NO
<u>JOHN RUSSELL TWIGG</u>	<u>SELF</u>				

3. Yes  No  Did anyone living in your household file Federal Income Tax last year?

YOU MUST INCLUDE A COPY OF LAST YEAR'S IRS FORM(S) 1040, 1040EZ, 1040A, PLANILLA DE CONTRIBUCION, OR TELEFILE TAX RECORDS FOR ALL ADULTS WHO FILE.  
DO NOT SEND W-2 FORMS!!!

4. Yes  No  Is anyone living in your household self-employed?

IF YES - YOU MUST INCLUDE A COPY OF LAST YEAR'S FEDERAL INCOME TAX  
SCHEDULE FOR C OR F.

5. \$2,127.67 Amount of Real Estate Taxes due each year.  I am exempt from paying.

6. \$449.00 Amount of Property Insurance paid each year.  I do not have Insurance.

7. ATTACH THE TWO (2) MOST RECENT PAY STUBS FOR ALL JOBS IN YOUR HOUSEHOLD  
AND COMPLETE THE FOLLOWING FOR EACH JOB:

HOUSEHOLD MEMBER'S FULL NAME	AMOUNT OF YEARLY INCOME	EMPLOYER NAME	EMPLOYER ADDRESS	EMPLOYER PHONE NUMBER

\*\*\* COMPLETE THE BACK OF THIS FORM \*\*\*



Form RD 3550-21  
Revised 03/98RURAL HOUSING SERVICE  
PAYMENT SUBSIDY RENEWAL CERTIFICATION

\*X5000047102\* L1011001

RECEIVED

APR 29 2002

BORROWER ASSISTANCE  
BRANCH

04/15/02

0005227793

1. JOHN R TWIGG  
122 EAST RD  
HIGH FALLS NY 12440-5017Please provide the following information in ink. IF ANY REQUESTED INFORMATION IS NOT PROVIDED,  
YOUR PAYMENT SUBSIDY REQUEST CANNOT BE PROCESSED!

The information I have provided is complete and true to the best of my knowledge. I understand that the information below is being collected to determine if I am eligible to receive payment subsidies and that failure to provide complete and accurate information can result in criminal and civil penalties.

*John R. Twigg 4/23/02*

Borrower Signature

Date

Borrower Signature

Date

ABFA CODE

Home Phone No:

MAIL THIS FORM (NOT A COPY) BY MAIL. DO NOT FAX!

1. SIGN AND RETURN THE ATTACHED "AUTHORIZATION TO RELEASE INFORMATION" FORM 3550-1.

HOUSEHOLD MEMBER'S FULL NAME; BEGIN WITH YOURSELF	RELATIONSHIP TO THE HEAD	AGE	SOCIAL SECURITY NUMBER	FULL TIME STUDENT YES/NO	DISABLED YES/NO
JOHN RUSSELL TWIGG	SELF				

3. Yes  No  Did anyone living in your household file Federal Income Tax last year?YOU MUST INCLUDE A COPY OF LAST YEAR'S IRS FORM(S) 1040, 1040EZ, 1040A, PLANILLA DE  
CONTRIBUCION, OR TELEFILE TAX RECORDS FOR ALL ADULTS WHO FILE.  
DO NOT SEND W-2 FORMS!!!4. Yes  No  Is anyone living in your household self-employed?IF YES - YOU MUST INCLUDE A COPY OF LAST YEAR'S FEDERAL INCOME TAX  
SCHEDULE FOR C OR F.5. \$1,689.00 Amount of Real Estate Taxes due each year.  I am exempt from paying. 6. \$423.00 Amount of Property Insurance paid each year.  I do not have Insurance. 7. ATTACH THE TWO (2) MOST RECENT PAY STUBS FOR ALL JOBS IN YOUR HOUSEHOLD  
AND COMPLETE THE FOLLOWING FOR EACH JOB:

HOUSEHOLD MEMBER'S FULL NAME	AMOUNT OF YEARLY INCOME	EMPLOYER NAME	EMPLOYER ADDRESS	EMPLOYER PHONE NUMBER

\*\*\* COMPLETE THE BACK OF THIS FORM \*\*\*



Form RD 3550-21  
Revised 03/98RURAL HOUSING SERVICE  
PAYMENT SUBSIDY RENEWAL CERTIFICATION  
RECEIVED

#840000379024 L1011001

JOHN R TWIGG

122 EAST RD  
HIGH FALLS  
NY 12440-5017

MAY 09 2000

BORROWER ASSISTANCE  
BRANCH

04/14/00

0005227793

A  
5/32/00  
5591Please provide the following information in ink. IF ANY REQUESTED INFORMATION IS NOT PROVIDED,  
YOUR PAYMENT SUBSIDY REQUEST CANNOT BE PROCESSED!

The information I have provided is complete and true to the best of my knowledge. I understand that the information below is being collected to determine if I am eligible to receive payment subsidies and that failure to provide complete and accurate information can result in criminal and civil penalties.

John R. Twigg May 3, 2000

Borrower Signature

Date

Borrower Signature

Date

Home Phone No. [REDACTED]

YOU MUST RETURN THIS FORM (NOT A COPY) BY MAIL. DO NOT FAX!

1. SIGN AND RETURN THE ATTACHED "AUTHORIZATION TO RELEASE INFORMATION" FORM 3550-1.

2. PLEASE FILL OUT THE FOLLOWING CHART COMPLETELY:

HOUSEHOLD MEMBER'S FULL NAME; BEGIN WITH YOURSELF	RELATIONSHIP TO THE HEAD	AGE	SOCIAL SECURITY NUMBER	FULL TIME STUDENT	DISABLED YES/NO
JOHN R. TWIGG	SELF				

3. Yes  No  Did anyone living in your household file Federal Income Tax last year?YOU MUST INCLUDE A COPY OF LAST YEAR'S IRS FORM(S) 1040, 1040EZ, 1040A, PLANILLA DE  
CONTRIBUCION, OR TELEFILE TAX RECORDS FOR ALL ADULTS WHO FILE.  
DO NOT SEND W-2 FORMS!!!4. Yes  No  Is anyone living in your household self-employed?IF YES - YOU MUST INCLUDE A COPY OF LAST YEAR'S FEDERAL INCOME TAX  
SCHEDULE FOR C OR F.

5. \$2118.08 Amount of Real Estate Taxes due each year.

I am exempt from paying. 

6. \$404.00 Amount of Property Insurance paid each year.

I do not have insurance. 7. ATTACH THE TWO (2) MOST RECENT PAY STUBS FOR ALL JOBS IN YOUR HOUSEHOLD  
AND COMPLETE THE FOLLOWING FOR EACH JOB:

HOUSEHOLD MEMBER'S FULL NAME	AMOUNT OF YEARLY INCOME	EMPLOYER NAME	EMPLOYER ADDRESS	EMPLOYER PHONE NUMBER
NONE				

\*\*\* COMPLETE THE BACK OF THIS FORM \*\*\*



Form RD 3550-21  
Revised 03/98RURAL HOUSING SERVICE  
PAYMENT SUBSIDY RENEWAL CERTIFICATIONActivated  
5-13-98

#2552

JOHN R TWIGG

122 EAST RD  
HIGH FALLS NY 12440-5017

RECEIVED

MAY 11 1998

BORROWER ASSISTANCE  
BRANCH

04/15/98

0005227793

Please provide the following information in ink. IF ANY REQUESTED INFORMATION IS NOT PROVIDED,  
YOUR PAYMENT SUBSIDY REQUEST CANNOT BE PROCESSED!

The information I have provided is complete and true to the best of my knowledge. I understand that the information below is being collected to determine if I am eligible to receive payment subsidies and that failure to provide complete and accurate information can result in criminal and civil penalties.

*John R. Twigg*

5/12/98

Borrower Signature

Date

Borrower Signature

Date

AREA CODE

AREA CODE

Home Phone No: [REDACTED]

YOU MUST RETURN THIS FORM (NOT A COPY) BY MAIL. DO NOT FAX!

## 1. SIGN AND RETURN THE ATTACHED "AUTHORIZATION TO RELEASE INFORMATION" FORM 3550-1.

HOUSEHOLD MEMBER'S FULL NAME; BEGIN WITH YOURSELF	RELATIONSHIP TO THE HEAD	AGE	SOCIAL SECURITY NUMBER	FULL TIME STUDENT YES/NO	DISABLED YES/NO
JOHN R. TWIGG	SELF				

3. Yes  No  Did anyone living in your household file Federal Income Tax last year?

YOU MUST INCLUDE A COPY OF LAST YEAR'S IRS FORM(S) 1040, 1040EZ, 1040A, PLANILLA DE  
CONTRIBUCION, OR TELEFILE TAX RECORDS FOR ALL ADULTS WHO FILE.  
DO NOT SEND W-2 FORMS!!!

4. Yes  No  Is anyone living in your household self-employed?

IF YES - YOU MUST INCLUDE A COPY OF LAST YEAR'S FEDERAL INCOME TAX  
SCHEDULE FOR C OR F.

5. \$2412.87 Amount of Real Estate Taxes due each year.I am exempt from paying. 6. \$403.00 Amount of Property Insurance paid each year.I do not have Insurance. 7. ATTACH THE TWO (2) MOST RECENT PAY STUBS FOR ALL JOBS IN YOUR HOUSEHOLD  
AND COMPLETE THE FOLLOWING FOR EACH JOB:

HOUSEHOLD MEMBER'S FULL NAME	AMOUNT OF YEARLY INCOME	EMPLOYER NAME	EMPLOYER ADDRESS	EMPLOYER PHONE NUMBER

\*\*\* COMPLETE THE BACK OF THIS FORM \*\*\*



Exhibit D



**United States  
Department of  
Agriculture**

**Rural Development**

Centralized Servicing Center

P.O. Box 66827

St. Louis, MO 63166

(800) 793-8861 (Voice)

(800) 438-1832 (TDD/TTY Hearing Impaired Only) or

(314) 457-4450 (FAX)

**CERTIFIED MAIL**

**RETURN RECEIPT REQUESTED**

JOHN R TWIGG  
122 EAST RD  
HIGH FALLS NY 12440-5017



**SUBJECT: NOTICE OF ACCELERATION OF YOUR MORTGAGE LOAN(S); DEMAND FOR PAYMENT OF THAT DEBT; NOTICE OF INTENT TO FORECLOSE; AND NOTICE OF YOUR OPPORTUNITY TO HAVE A HEARING CONCERNING THIS ACTION**

Dear JOHN R TWIGG

PLEASE TAKE NOTE that the entire indebtedness due on the promissory note(s) and/or assumption agreement(s) which evidence the loan(s) received by you from the United States of America, acting through the United States Department of Agriculture Rural Housing Service (RHS), formerly the U.S. Home Administration, is now declared immediately due and payable and demand is hereby made on you to pay this entire indebtedness. If payment in full is not made as demanded herein, the RHS intends to enforce its real estate mortgage(s) or deed(s) of trust given to secure the indebtedness by foreclosure of its lien(s) on your house.

<u>Account Number(s)</u>	<u>Date of Instruments</u>	<u>Amount</u>
--------------------------	----------------------------	---------------

0005227793	06/15/94	74280.00
------------	----------	----------

This acceleration of your indebtedness is made in accordance with the authority granted in the above-described instrument(s). The reason(s) for the acceleration of your indebtedness is (are) as follows:

**MONETARY DEFAULT**

The balance of the account is \$ 66304.17 unpaid principal and \$ 2208.74 unpaid interest, as of 08/17/15, plus additional interest accruing at the rate of \$ 11.8076 per day thereafter, plus additional advances to be made by the United States for the protection of its security, the interest accruing on any such advances, fees, or late charges, and the amount of subsidy to be recaptured in accordance with the Subsidy Repayment Agreement.

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

Unless full payment of this indebtedness is received within 30 days from the date of this letter, the United States will take action to foreclose its lien on your house and to pursue any other available remedies. **Payment should be made by cashier's check, certified check, or postal money orders payable to the USDA/RD and mailed to the following address:**

USDA-Rural Development  
P.O. Box 790170  
St. Louis, MO 63179-0170

If you submit to the United States any payment insufficient to pay the account in full or insufficient to comply with any arrangements agreed to between the RHS and yourself, the payment WILL NOT CANCEL the effect of this notice. If insufficient payments are received and credited to your account, no waiver or prejudice of any rights which the United States may have will result and the RHS may proceed as though no such payments had been made.

**YOUR RIGHT TO A DISCUSSION WITH RHS** - You have the opportunity to discuss this decision to accelerate your loan(s) with a RHS official or have an administrative appeal hearing before the foreclosure takes place. This is an opportunity to discuss why you believe the United States is in error in accelerating your loan(s) and proceeding with foreclosure. If you desire to have an informal discussion with an RHS official or have any questions concerning this decision or the facts used in making this decision, you should contact this office in writing. The request for an informal discussion must be sent to the undersigned no later than 09/01/15. Requests which are postmarked by the U. S. Postal Service on or before that date will be considered as timely received. You also have the right to an administrative appeal hearing with a hearing officer instead of, or in addition to, an informal discussion with this office. If you request an informal discussion with an RHS official, and this does not result in a decision in which you concur, you will be given a separate time frame in which to submit your request for an administrative appeal. See the attachment for your appeal rights.)

**YOUR RIGHT TO AN ADMINISTRATIVE APPEAL HEARING** - If you do not wish to have an informal discussion with an RHS official as outlined above, you may request an administrative appeal with a member of the National Appeals Division Area Supervisor, no later than 30 days after the date on which you received this notice. Requests which are postmarked by the U.S. Postal Service on or before that date will be considered as timely received as requesting an administrative appeal. Please include a copy of this letter with your request.

If you fail to comply with the requirement outlined, the United States plans to proceed with foreclosure. You may avoid foreclosure by (1) refinancing your RHS loan(s) with a private or commercial lender or otherwise paying your indebtedness in full; (2) selling the property for its fair market value and applying the proceeds to your loan(s); (3) transferring the loan(s) and property to an eligible or ineligible applicant with RHS approval; or (4) conveying the property to the Government with RHS approval. Please contact our Centralized Servicing Center office at 1-800-793-8861, if you desire to satisfy your loan(s) by one of the above methods.

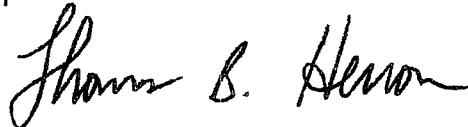
You cannot be discriminated against in a credit transaction because of your race, color, religion, national origin, sex, marital status, handicap, or age (if you have the legal capacity to enter into a contract). You cannot be denied a loan because all or a part of your income is from a public assistance program. If you believe you have been discriminated against for any of these reasons, you should write to the Secretary of Agriculture, Washington, D.C. 20250.

You cannot be discriminated against in a credit transaction because you in good faith exercised your rights under the Consumer Credit Protection Act. The Federal Agency responsible for seeing this law is obeyed is the Federal Trade Commission, Washington, D.C. 20580.

For questions regarding your account, please call Default Management toll free at 1-800-793-8861 or 1-800-438-1832 (TDD/TTY Hearing Impaired Only), 7:00 a.m. to 5:00 p.m., Monday through Friday, Central Time. Please refer to your Account number when you write or call us. Thank you.

UNITED STATES OF AMERICA

BY



Thomas B Herron  
Rural Development  
United States Department of Agriculture

Date: 08/17/15  
Attachment  
CC: State Office

This letter was mailed certified and regular mail on 08/17/15.

\*USDA RURAL DEVELOPMENT

F6214 ACCELERATIONS

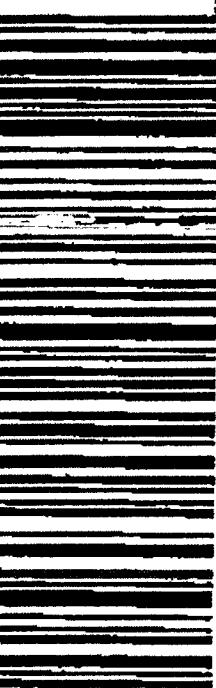
4300 GOODFELLOW BLVD BLDG  
105CSC

SAINT LOUIS, MO 63120-1703

**C E R T I F I E D M A I L**

PS Form 3800, 5/06

USPS CERTIFIED MAIL



COMPLETE THIS SECTION ON DELIVERY

A. Signature:  Addressee or  AgentX *John R. Twigg*B. Received by: *(Please Print Clearly)*C. Date of Delivery  
*5-24-13*D. Addressee's Address (If Different From Address Used by Sender)  
JOHN R TWIGG122 EAST RD  
HIGH FALLS, NY 12440D. Delivery Address  
*High Falls NY*

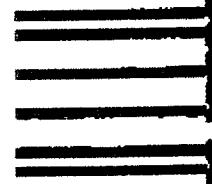
5-24-13

US CERTIFIED

• Form 3800, 5/06, 077 •

PS FORM 3811, AUGUST 2001 4/03  
USA CMF-073

UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
**USPS**  
Permit No. G-10

RETURN TO:

USDA RURAL DEVELOPMENT  
4300 GOODFELLOW BLVD  
BLDG 105E FC-214  
ST LOUIS, MO 63120-1703

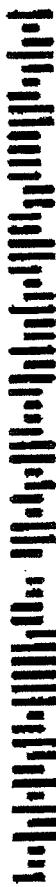


Exhibit E



United States Department of Agriculture

Certified Mail #70112970000342400000

January 13, 2017

Mr. John R. Twigg  
122 East Rd.  
High Falls, NY 12440

**YOU MAY BE AT RISK OF FORECLOSURE. PLEASE READ THE  
FOLLOWING NOTICE CAREFULLY.**

As of January 13, 2017, your home loan is 670 days and \$21,273.46 dollars in default. Under New York State Law, we are required to send you this notice to inform you that you are at risk of losing your home. Attached to this notice is a list of government approved housing counseling agencies in your area which provide free counseling. You can also call the NYS Office of the Attorney General's Homeowner Protection Program (HOPP) toll-free consumer hotline to be connected to free housing counseling services in your area at 1-855-HOME-456 (1-855-466-3456), or visit their website at <http://www.aghomehelp.com/>. A statewide listing by county is also available at [http://www.dfs.ny.gov/consumer/mortg\\_nys\\_np\\_counseling\\_agencies.htm](http://www.dfs.ny.gov/consumer/mortg_nys_np_counseling_agencies.htm). Qualified free help is available; watch out for companies or people who charge a fee for these services.

Housing counselors from New York-based agencies listed on the website above are trained to help homeowners who are having problems making their mortgage

Rural Development • New York State Office  
Single Family Housing Division  
441 South Salina Street, Suite 357 • Syracuse, NY 13202  
Voice (315) 477-6423 • Fax (855) 477-8531 • TDD 800-421-1220 (711)

USDA is an equal opportunity provider, employer, and lender.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027), found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

payments and can help you find the best option for your situation. If you wish, you may also contact us directly at 315-477-6423 and ask to discuss possible options.

While we cannot assure that a mutually agreeable resolution is possible, we encourage you to take immediate steps to try to achieve a resolution. The longer you wait, the fewer options you may have.

If you have not taken any actions to resolve this matter within 90 days from the date this notice was mailed, we may commence legal action against you (or sooner if you cease to live in the dwelling as your primary residence.)

If you need further information, please call the New York State Department of Financial Services' toll-free helpline at (show number) or visit the Department's website at (show web address).

**IMPORTANT:** You have the right to remain in your home until you receive a court order telling you to leave the property. If a foreclosure action is filed against you in court, you still have the right to remain in the home until a court orders you to leave. You legally remain the owner of and are responsible for the property until the property is sold by you or by order of the court at the conclusion of any foreclosure proceedings. This notice is not an eviction notice, and a foreclosure action has not yet been commenced against you.

Sincerely,

CARLA A. REESE  
SFH Specialist

<b>SENDER: COMPLETE THIS SECTION</b>	
<p>COMPLETE THIS SECTION ON DELIVERY</p> <p><b>A. Signature</b></p> <p><b>X</b></p> <p><b>B. Received by (Printed Name)</b></p> <p><b>C. Date of Delivery</b></p>	
<p><b>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</b></p> <p>If YES, enter delivery address below:</p>	
<p>1. Article Addressed to:</p> <p>John R. Twiss 122 East Rd. High Falls, NY 12440</p>	
<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> C.O.D. <input type="checkbox"/> Insured Mail</p>	
<p>4. Restricted Delivery (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number <b>7011 2970 0003 4240 0000</b>  <small>(Transfer from service label)</small></p>	
<p>Domestic Return Receipt <b>10255-02-N-1540</b></p>	
<p>PS Form 3811, February 2004</p>	

Postage	Postage	Postage
Qualified FCO	Qualified FCO	Qualified FCO
Return Receipt FCO (Indemnified Recipient)		Hand
Restricted Delivery FCO (Indemnified Recipient)		
Total Postage & Fees		

Send to: **John R. Twigg**  
Street, Apt. No.: **123** **First Fl**  
Box No.: **High Falls, NY 12440**

7012 2970 0003 4240 0000



January 13, 2017

Mr. John R. Twigg  
122 East Rd.  
High Falls, NY 12440

**YOU MAY BE AT RISK OF FORECLOSURE. PLEASE READ THE FOLLOWING NOTICE CAREFULLY.**

As of January 13, 2017, your home loan is 670 days and \$21,273.46 dollars in default. Under New York State Law, we are required to send you this notice to inform you that you are at risk of losing your home. Attached to this notice is a list of government approved housing counseling agencies in your area which provide free counseling. You can also call the NYS Office of the Attorney General's Homeowner Protection Program (HOPP) toll-free consumer hotline to be connected to free housing counseling services in your area at 1-855-HOME-456 (1-855-466-3456), or visit their website at <http://www.aghomehelp.com/>. A statewide listing by county is also available at [http://www.dfs.ny.gov/consumer/mortg\\_nys\\_np\\_counseling\\_agencies.htm](http://www.dfs.ny.gov/consumer/mortg_nys_np_counseling_agencies.htm). Qualified free help is available; watch out for companies or people who charge a fee for these services.

Housing counselors from New York-based agencies listed on the website above are trained to help homeowners who are having problems making their mortgage payments and can help you find the best option for your situation. If you wish, you may also contact us directly at 315-477-6423 and ask to discuss possible options.

Rural Development • New York State Office  
Single Family Housing Division  
441 South Salina Street, Suite 357 • Syracuse, NY 13202  
Voice (315) 477-6423 • Fax (855) 477-8531 • TDD 800-421-1220 (711)

USDA is an equal opportunity provider, employer, and lender.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027), found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

While we cannot assure that a mutually agreeable resolution is possible, we encourage you to take immediate steps to try to achieve a resolution. The longer you wait, the fewer options you may have.

If you have not taken any actions to resolve this matter within 90 days from the date this notice was mailed, we may commence legal action against you (or sooner if you cease to live in the dwelling as your primary residence.)

If you need further information, please call the New York State Department of Financial Services' toll-free helpline at (show number) or visit the Department's website at (show web address).

**IMPORTANT:** You have the right to remain in your home until you receive a court order telling you to leave the property. If a foreclosure action is filed against you in court, you still have the right to remain in the home until a court orders you to leave. You legally remain the owner of and are responsible for the property until the property is sold by you or by order of the court at the conclusion of any foreclosure proceedings. This notice is not an eviction notice, and a foreclosure action has not yet been commenced against you.

Sincerely,

CARLA A. REESE  
SFH Specialist

Exhibit F



United States Department of Agriculture

Certified Mail#70121640000042784763

March 26, 2018

Mr. John Twigg  
C/O: Kathy Kiernan  
Ulster County DSS  
1091 Development Court  
Kingston, New York 12401

**YOU MAY BE AT RISK OF FORECLOSURE. PLEASE READ THE FOLLOWING NOTICE CAREFULLY.**

As of 03/26/2018, your home loan is 1107 days and \$39,189.17 dollars in default. Under New York State Law, we are required to send you this notice to inform you that you are at risk of losing your home. Attached to this notice is a list of government approved housing counseling agencies in your area which provide free counseling. You can also call the NYS Office of the Attorney General's Homeowner Protection Program (HOPP) toll-free consumer hotline to be connected to free housing counseling services in your area at 1-855-HOME-456 (1-855-466-3456), or visit their website at <http://www.aghomehelp.com/>. A statewide listing by county is also available at [http://www.dfs.ny.gov/consumer/mortg\\_nys\\_np\\_counseling\\_agencies.htm](http://www.dfs.ny.gov/consumer/mortg_nys_np_counseling_agencies.htm). Qualified free help is available; watch out for companies or people who charge a fee for these services.

**Rural Development • New York State Office**  
**Single Family Housing Division**  
441 South Salina Street, Suite 357 • Syracuse, NY 13202  
Voice (315) 477-6423 • Fax (855) 477-8531 • TDD 800-421-1220 (711)

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If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027), found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 832-9992 to request the form. You may also write a letter to: Director, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

Housing counselors from New York-based agencies listed on the website above are trained to help homeowners who are having problems making their mortgage payments and can help you find the best option for your situation. If you wish, you may also contact us directly at 315-477-6423 and ask to discuss possible options.

While we cannot assure that a mutually agreeable resolution is possible, we encourage you to take immediate steps to try to achieve a resolution. The longer you wait, the fewer options you may have.

If you have not taken any actions to resolve this matter within 90 days from the date this notice was mailed, we may commence legal action against you (or sooner if you cease to live in the dwelling as your primary residence.)

If you need further information, please call the New York State Department of Financial Services' toll-free helpline at 1-888-995-4673 or visit the Department's website at [www.sfs.ny.gov](http://www.sfs.ny.gov).

**IMPORTANT:** You have the right to remain in your home until you receive a court order telling you to leave the property. If a foreclosure action is filed against you in court, you still have the right to remain in the home until a court orders you to leave. You legally remain the owner of and are responsible for the property until the property is sold by you or by order of the court at the conclusion of any foreclosure proceedings. This notice is not an eviction notice, and a foreclosure action has not yet been commenced against you.

Sincerely,



Jennifer Jackson  
Single Family Housing Program Director

**Help for Homeowners in Foreclosure**

New York State Law requires that we send you this notice about the foreclosure process. Please read it carefully.

**Summons and Complaint**

You are in danger of losing your home. If you fail to respond to the summons and complaint in this foreclosure action, you may lose your home. Please read the summons and complaint carefully. You should immediately contact an attorney or your local legal aid office to obtain advice on how to protect yourself.

**Sources of Information and Assistance**

The State encourages you to become informed about your options in foreclosure. In addition to seeking assistance from an attorney or legal aid office, there are government agencies and non-profit organizations that you may contact for information about possible options, including trying to work with your lender during this process.

To locate an entity near you, you may call the toll-free helpline maintained by the New York State Department of Financial Services at (800) 342-3736 or visit the Department's website at [www.dfs.ny.gov](http://www.dfs.ny.gov).

**RIGHTS AND OBLIGATIONS**

YOU ARE NOT REQUIRED TO LEAVE YOUR HOME AT THIS TIME. YOU HAVE THE RIGHT TO STAY IN YOUR HOME DURING THE FORECLOSURE PROCESS. YOU ARE NOT REQUIRED TO LEAVE YOUR HOME UNLESS AND UNTIL YOUR PROPERTY IS SOLD AT AUCTION PURSUANT TO A JUDGMENT OF FORECLOSURE AND SALE. REGARDLESS OF WHETHER YOU CHOOSE TO REMAIN IN YOUR HOME, YOU ARE REQUIRED TO TAKE CARE OF YOUR PROPERTY AND PAY PROPERTY TAXES IN ACCORDANCE WITH STATE AND LOCAL LAW.

**Foreclosure Rescue Scams**

Be careful of people who approach you with offers to "save" your home. There are individuals who watch for notices of foreclosure actions in order to unfairly profit from a homeowner's distress. You should be extremely careful about any such promises and any suggestions that you pay them a fee or sign over your deed. State law requires anyone offering such services for profit to enter into a contract which fully describes the services they will perform and fees they will charge, and which prohibits them from taking any money from you until they have completed all such promised services.



United States Department of Agriculture

March 26, 2018

Mr. John Twigg  
C/O: Kathy Kiernan  
Ulster County DSS  
1091 Development Court  
Kingston, New York 12401

**YOU MAY BE AT RISK OF FORECLOSURE. PLEASE READ THE FOLLOWING NOTICE CAREFULLY.**

As of 03/26/2018, your home loan is 1107 days and \$39,189.17 dollars in default. Under New York State Law, we are required to send you this notice to inform you that you are at risk of losing your home. Attached to this notice is a list of government approved housing counseling agencies in your area which provide free counseling. You can also call the NYS Office of the Attorney General's Homeowner Protection Program (HOPP) toll-free consumer hotline to be connected to free housing counseling services in your area at 1-855-HOME-456 (1-855-466-3456), or visit their website at <http://www.aghomehelp.com/>. A statewide listing by county is also available at [http://www.dfs.ny.gov/consumer/mortg\\_nys\\_np\\_counseling\\_agencies.htm](http://www.dfs.ny.gov/consumer/mortg_nys_np_counseling_agencies.htm). Qualified free help is available; watch out for companies or people who charge a fee for these services.

Housing counselors from New York-based agencies listed on the website above are trained to help homeowners who are having problems making their mortgage payments and can help you find the best option for your situation. If you wish, you may also contact us directly at 315-477-6423 and ask to discuss possible options.

Rural Development • New York State Office  
Single Family Housing Division  
441 South Salina Street, Suite 357 • Syracuse, NY 13202  
Voice (315) 477-6423 • Fax (855) 477-8531 • TDD 800-421-1220 (711)

USDA is an equal opportunity provider, employer, and lender.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027), found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter to the Director, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

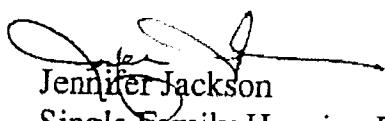
While we cannot assure that a mutually agreeable resolution is possible, we encourage you to take immediate steps to try to achieve a resolution. The longer you wait, the fewer options you may have.

If you have not taken any actions to resolve this matter within 90 days from the date this notice was mailed, we may commence legal action against you (or sooner if you cease to live in the dwelling as your primary residence.)

If you need further information, please call the New York State Department of Financial Services' toll-free helpline at 1-888-995-4673 or visit the Department's website at [www.sfs.ny.gov](http://www.sfs.ny.gov).

**IMPORTANT:** You have the right to remain in your home until you receive a court order telling you to leave the property. If a foreclosure action is filed against you in court, you still have the right to remain in the home until a court orders you to leave. You legally remain the owner of and are responsible for the property until the property is sold by you or by order of the court at the conclusion of any foreclosure proceedings. This notice is not an eviction notice, and a foreclosure action has not yet been commenced against you.

Sincerely,



Jennifer Jackson

Single Family Housing Program Director

**Help for Homeowners in Foreclosure**

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**Summons and Complaint**

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**Sources of Information and Assistance**

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United States Department of Agriculture

Certified Mail#70121640000042784756

March 26, 2018

Mr. John R. Twigg  
122 East Road  
High Falls, NY 12440

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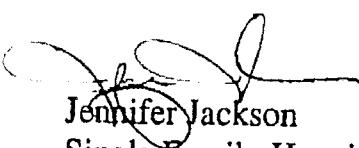
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**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$	

Postmark Here

Street, Apt. No.: *John Twigg C/o - Kathy K. O'Neal*  
 or P.O. Box No.: *Water County B.S. 1091 Beulah, Co.*  
 City, State, Zip Code: *Kinston, N.Y. 12401*

PS Form 3800, August 2003  
 See Reverse for Instructions

20207 4759 00000 049T 2T02 8724 974

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**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

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Postage	\$
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Total Postage & Fees \$	

Postmark Here

Street, Apt. No.: *John R. Twigg*  
 or P.O. Box No.: *122 East Road*  
 City, State, Zip Code: *High Falls, NY 12440*

2T02 759 4759 00000 049T 20207 8724 974

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

United States of America, Acting Through the Farmers Home Administration, United States Department of Agriculture

(b) County of Residence of First Listed Plaintiff \_\_\_\_\_  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)  
Manfredi Law Group, PLLC  
302 E. 19th Street, Suite 2A, NY, NY 10003  
347 614 7006

**DEFENDANTS**

John R. Twigg aka John Twigg, Estate of William C. Twigg; Town of Rosendale Justice Court; "John Doe" 1-5 and "Jane Doe" 1-5

County of Residence of First Listed Defendant \_\_\_\_\_ Saratoga

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

<input checked="" type="checkbox"/> 1 U.S. Government Plaintiff	<input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)
<input type="checkbox"/> 2 U.S. Government Defendant	<input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)  
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<b>PERSONAL INJURY</b>	<b>PERSONAL INJURY</b>	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 375 False Claims Act
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability		<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability		<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<b>PERSONAL PROPERTY</b>		<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 370 Other Fraud		<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 371 Truth in Lending		<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 380 Other Personal Property Damage		<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 385 Property Damage Product Liability		<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury			<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 362 Personal Injury - Medical Malpractice			<input type="checkbox"/> 850 Securities/Commodities/ Exchange
<input type="checkbox"/> 196 Franchise				<input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	SOCIAL SECURITY	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 440 Other Civil Rights	<b>Habeas Corpus:</b>	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 893 Environmental Matters
<input checked="" type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 896 Arbitration
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 443 Housing/ Accommodations	<input type="checkbox"/> 530 General	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 950 Constitutionality of State Statutes
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<b>Other:</b>		
	<input type="checkbox"/> 448 Education	<input type="checkbox"/> 540 Mandamus & Other		
		<input type="checkbox"/> 550 Civil Rights		
		<input type="checkbox"/> 555 Prison Condition		
		<input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement		
			FEDERAL TAX SUITS	
			<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	
			<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	
			IMMIGRATION	
			<input type="checkbox"/> 462 Naturalization Application	
			<input type="checkbox"/> 465 Other Immigration Actions	

**V. ORIGIN** (Place an "X" in One Box Only)

<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from Another District (specify) _____	<input type="checkbox"/> 6 Multidistrict Litigation - Transfer	<input type="checkbox"/> 8 Multidistrict Litigation - Direct File
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Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
Title 28, United States Code, Section 1345

VI. CAUSE OF ACTION  
Brief description of cause:  
foreclose on mortgage

VII. REQUESTED IN COMPLAINT:  CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 94,106.19 CHECK YES only if demanded in complaint:  
JURY DEMAND:  Yes  No

VIII. RELATED CASE(S)  
IF ANY (See instructions): JUDGE DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD  
10/27/2018 /s/ John Manfredi

FOR OFFICE USE ONLY

RECEIPT #	AMOUNT	NA	APPLYING IFP	NA	JUDGE		MAG. JUDGE	DEP
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**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44****Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

**II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)

**III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

**IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).

**V. Origin.** Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.

Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.

**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.

**VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service

**VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

**VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.